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**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. C1561**

**ABRAHAM LINCOLN ELEMENTARY SCHOOL ANNEX & RENOVATION  
615 WEST KEMPER PLACE  
CHICAGO, ILLINOIS 60614  
PROJECT #05740**

**PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

*Any Contract entered into as a result of this bid process is governed by: Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 "Technical Specifications" and the Drawings.*

**ISSUED FOR BID ON JULY 29, 2014**

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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## I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

## II. PROJECT INFORMATION

### A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

**ABRAHAM LINCOLN ELEMENTARY SCHOOL ANNEX & RENOVATION  
615 WEST KEMPER PLACE  
CHICAGO, ILLINOIS 60614  
PROJECT #05740**

2. General Description of Scope of Work:

As further described in the detailed specifications and drawings, the project consists of construction of a new 41,000sf addition with a 4 hour connection to the existing building and associated site work including a playground. Selected renovation of the existing building including the installation of a 7 stop elevator, ADA lift and new fire alarm system, as well as, renovation/reconfiguration of miscellaneous classrooms.

This annex to the existing building is intended to address school over-crowding within the existing facility. This annex will provide expanded program space with contiguous weather-protected connection to the existing building. The design of the new annex and site improvements strive to provide spaces which can contribute to ensuring that every child is educated and prepared for success; the ultimate goal of CPS. In order to achieve this goal, the building and site design seeks to provide a non-institutional child-centered learning environment that can foster integration and cooperation among students, encourage learning through an array of spaces and visual connections, allow for interactive play, and encourage independence of students. Importantly, the architecture should have an inherent and understandable order and offer visual cues and orientation aids for all students.

The new annex and site will be designed and constructed to achieve a minimum LEED for Schools 2009 Certified rating as defined by the U.S. Green Building Council. Requirements for green building items that are part of the LEED process will be incorporated into the drawings and specifications to provide direction to the construction team.

3. Construction Budget: \$13,500,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 43rd ward
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) [Patricia.Montenegro@cityofchicago.org](mailto:Patricia.Montenegro@cityofchicago.org) or (fax) 312-744-3572.

8. Contract Documents Available at: Cushing, Inc., 420 West Huron, Chicago, IL 60654, telephone number: 312-799-8390.
9. Online Contract Documents Available at: <http://dfs.cushingco.com/pbc.htm>
10. Pre-Bid Meeting Date, Time, and Location: Thursday, August 14, 2014 at 1:00 p.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
11. Mandatory Technical Review Meeting for Pre-Qualified Bidders: Thursday, August 14, 2014 at 1:30 p.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 1:45 p.m. will not be permitted to bid.

\*NOTE: Only Pre-qualified Bidders who attend the Technical Review Meeting will be eligible to bid.

12. Bid Opening Date and Time: Thursday, August 28, 2014 at 11:00a.m.
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contract Contingency: \$450,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: CPS Grant Funding

#### B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) (Must be separate Project Manager and Superintendent.)

#### C. Time of Completion

Substantial Completion must be achieved no later than July 29, 2015 (Schedule Milestone #2) after the Notice to Proceed (NTP) has been issued.

Schedule Milestones must be completed as follows:

Milestone Description	Milestone Date
Schedule Milestone 1: Completion of all work within the limits of area A (New Annex Construction) with the exception of the final connection work of the fire alarm scope, and licensing approval for the kitchen.	June 30, 2015
Schedule Milestone 2: Completion of all work within the limits of Area B, including licensing approval for the new kitchen. New elevator in the existing building and landscaping work is not included in Milestone 2.	July 29, 2015 (Substantial Completion)
Schedule Milestone 3: Completion of all remaining work including the new elevator in the existing building and landscaping. New elevator must be licensed by Milestone 3 completion date.	December 31, 2015

#### D. Commission's Contract Contingency

1. The Commission's Contract Contingency for this project is: \$450,000.00.
2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

**E. Copies of Drawings and Specifications Furnished**

The Commission will furnish to the Contractor one (1) hard copy set of Drawings and Specifications and one CD, if desired, for the execution of the Work to registered bidders only. The Contractor is responsible for obtaining additional copies at its own cost.

**F. Liquidated Damages**

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

<b>Milestone Date</b>	<b>Liquidated Damage Amount</b>
<b>Schedule Milestone 1:</b> June 30, 2015	\$2,500 per day
<b>Schedule Milestone 2:</b> July 29, 2015 (Substantial Completion)	\$2,500 per day
<b>Schedule Milestone 3:</b> December 31, 2015	\$1,000 per day

not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

**G. Prevailing Wage Rates**

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of Labor.

### **III. INSTRUCTIONS FOR BIDDERS**

#### **A. Examination of Documents By Bidder**

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at [patricia.montenegro@cityofchicago.org](mailto:patricia.montenegro@cityofchicago.org) no later than Friday, August 15, 2014 at 12:00 p.m.

#### **B. Interpretations of Addenda**

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Patricia Montenegro, Contract Officer, email; [Patricia.Montenegro@cityofchicago.org](mailto:Patricia.Montenegro@cityofchicago.org) or by fax 312-744-3572.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

#### **C. Inspection of Site**

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

The following date has been scheduled for a site visit walk-thru:

Thursday, August 7, 2014 at 8:00 a.m.

#### **D. Pre-Qualification of Bidders**

1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Statement of Qualifications (SOQ) to approve the qualifications of firms to perform work on the Project. Responses to the SOQ were evaluated by the Commission on the basis of the criteria set forth in the SOQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

#### **E. Evidence of Continuing Qualifications of Bidder**

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.



2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

#### **F. Preparation of Bid**

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - a. Contractor's Bid Form
  - b. Bid Guarantee
  - c. Basis of Award (Award Criteria)
  - d. Unit Prices
  - e. Affidavit of Non-collusion
  - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
7. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

#### **G. Bid Deposit**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

#### **H. Bidder's Execution of Bid**

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part II.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.

3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

**I. Affidavit of Non-Collusion**

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**J. MBE and WBE Commitments**

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D-Affidavit of General Contractor** regarding M/WBE Participation and **Schedule B- Affidavit of Joint Venture** (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete **Schedule C- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier**, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

**K. Local Business Subcontracting Participation and Community Hiring**

In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

1. Local Subcontracting Requirement
  - a. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - b. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
  - c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
2. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.
3. {INTENTIONALLY OMITTED}

#### **L. Disclosure of Retained Parties**

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

#### **M. Submission of Bid**

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

#### **N. Withdrawal of Bids before Bid Opening**

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

#### **O. Opening of Bids**

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

#### **P. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

#### **Q. Basis of Award**

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

#### **R. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.

3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

#### **S. Protests**

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

#### **T. Licensing**

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago.

#### **U. Award Of Contract; Rejection Of Bids**

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.

6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

**V. Alternates-Commission Discretion**

{INTENTIONALLY OMITTED}

**W. Project Labor Agreement**

1. All Contractors must comply with the Board of Education for the City of Chicago Multi-Project Labor Agreement enacted in June 2005.

#### IV. PROPOSAL AND EXECUTION DOCUMENTS

##### A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1559, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

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Addendum 1 - August 27, 2014   Addendum 2 - August 27, 2014   Addendum 3 - Sept 3, 2014

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Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the ABRAHAM LINCOLN ELEMENTARY SCHOOL ANNEX & RENOVATION located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

**B. BID FORM**

LINE	ITEM	AMOUNT
1.	WORK	\$ 13,370,000
2.	COMMISSION'S CONTRACT CONTINGENCY	\$ 450,000.00
3.	SITE WORK ALLOWANCE	\$ 100,000.00
4.	CAMERA EQUIPMENT ALLOWANCE	\$ 100,000.00
5.	<b>TOTAL BASE BID (1+2+3+4)</b>	\$ 14,020,000
<b>AWARD CRITERIA FIGURE</b> (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)		\$ 13,546,124

<p><b>SURETY:</b> Please specify full legal name and address of Surety:</p> <p>Liberty Mutual Surety</p> <hr/> <p>2800 W Higgins Road, 10th Floor</p> <hr/> <p>Hoffman Estates, IL 60195</p> <hr/>
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### C. SITE WORK ALLOWANCE SCHEDULE

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$40.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$48.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$20.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$50.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$4,500.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$16.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$20.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$8.00



24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$20.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$22.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$8.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$18.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$20.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$8.00
30	Furnish and place geotextile filter fabric	Square Yard	\$7.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
32	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$185.00
33	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$250.00

**Total Site Work Allowance Fund = \$100,000.00**

**NOTES:**

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

**D. ACCEPTANCE OF THE BID**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

[Signature]  
Lori Ann Lypson, Secretary

Rahm Emanuel  
Mayor Rahm Emanuel, Chairman

**CONTRACTING PARTY**

Blinderman Meccor JV  
Contractor Name

8501 W Higgins Road, Chicago, IL 60631  
Address

**IF A CORPORATION:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
ATTEST BY: \_\_\_\_\_

\_\_\_\_\_  
Secretary

**IF A PARTNERSHIP:**

[Signature]  
Partner (Signature) Steven Blinderman

8501 W Higgins Road, Chicago, IL 60631  
Address

[Signature]  
Partner (Signature) Jonathan Eng

3933 Oakton St, Skokie, IL 60076  
Address

Partner (Signature) \_\_\_\_\_

\_\_\_\_\_  
Address

**IF A SOLE PROPRIETORSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**NOTARY PUBLIC**

County of Cook State of IL

Subscribed and sworn to before me on this 3 day of Sept, 2014.

[Signature] (SEAL)  
Notary Public Signature

Commission Expires: 12/15/14



**APPROVED AS TO FORM AND LEGALITY**

Anne L. Zredd  
Neal & Leroy, LLC

Date: October 7, 2014

**E. ALTERNATES**

<u>ACCEPTED BY THE COMMISSION</u>		<u>ALTERNATE DESCRIPTION</u>	<u>PROPOSED ALTERNATE PRICE</u>
Yes <input type="checkbox"/>	No <input type="checkbox"/>	{INTENTIONALLY OMITTED}	\$

**V. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria)**

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

**1. Instructions**

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

**2. Award Criteria Formula**

Line 1.	Total Base Bid (Refer to Line 5 of BID FORM), in figures	<u>14,020,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.50)	<u>.75</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>140,700</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>210,300</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>70,100</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor	<u>.07</u>

proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)

Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>11,216</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>42,060</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0.0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>473,876</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>13,546,124</u>
	<b>Award Criteria Figure</b> (Insert Line 15 of Award Criteria Formula):	<u>\$ 13,546,124</u>

### 3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

#### Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

### 4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 04

100

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

Line 1 x 03

100

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

Line 1 x 01

100

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

## 5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential

function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

**6. Major Trades**

- |                         |                            |
|-------------------------|----------------------------|
| Asbestos Workers        | Operating Engineers        |
| Boiler Makers           | Painters                   |
| Bricklayers             | Pile Driver Mechanics      |
| Carpenters              | Pipe Fitters/Steam Fitters |
| Cement Masons           | Plasterers                 |
| Electricians            | Plumbers                   |
| Elevator Construction   | Roofers                    |
| Glaziers                | Sheet Metal Workers        |
| Machinists              | Sprinkler Fitters          |
| Machinery Movers        | Technical Engineers        |
| Ornamental Iron Workers | Truck Drivers              |
| Lathers                 | Tuck Pointers              |

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Commission.

**7. Trade Participation - For Information Only**

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

<b>TRADE PARTICIPATION</b>	<b>PERCENT OF MINORITY</b>
<u>Asbestos, Bricklayer, Carpenters, Cement Masons, Painters, Steel Fabricators</u>	50%
<u>Electricians, Glaziers, Iron Workers, Lathers</u>	
<u>Pipe Fitters, Plasterers, Plumbers, Roofers</u>	25%
<u>Sheet Metal Workers, Sprinkler Fitters</u>	
Boiler Makers, Elevator, Machinists Machinery Mover, Operating Engineers, Pile Driver, Technical Engineers, Tuck Pointers	0%


**VI. ADDITIONAL DOCUMENTS TO BE EXECUTED**

**Affidavit Of Non-collusion**

STATE OF ILLINOIS }  
 } SS  
COUNTY OF COOK }

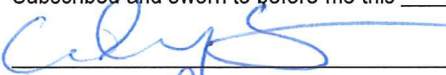
Steven Blinderman, being first duly sworn, deposes and says that:

- (1) He/She is Partner (Owner, Partner, Officer, Representative or Agent) of Blinderman Meccor JV, the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

  
\_\_\_\_\_  
(Signed)

Partner  
(Title)

Subscribed and sworn to before me this 4<sup>th</sup> day of September 20 14

  
\_\_\_\_\_  
Admin Coordinator  
(Title)

My Commission expires: 12/15/14



**VI. ADDITIONAL DOCUMENTS TO BE EXECUTED**

**Affidavit Of Non-collusion**

STATE OF ILLINOIS }  
 } SS  
COUNTY OF COOK }

Jonathan Eng, being first duly sworn, deposes and says that:

- (1) He/She is Partner  
(Owner, Partner, Officer, Representative or Agent) of Blinderman Meccor JV  
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

*Jonathan Eng*  
(Signed)

Partner

(Title)

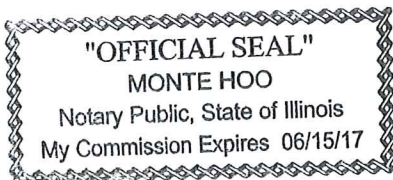
Subscribed and sworn to before me this 3RD day of SEPTEMBER 20 14

*[Signature]*

COMPTROLLER

(Title)

My Commission expires:





**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

*This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

A. Name of joint venture Blinderman Meccor JV

B. Address of joint venture 8501 W Higgins Road, Suite 320  
Chicago, IL 60631

C. Phone number of joint venture 773-444-0500

D. Identify the firms that comprise the joint venture

Blinderman Construction Company, Inc.

Meccor Industries, Ltd.

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

General Contracting, including but not limited by, Structural and Miscellaneous Steel,  
Roofing and Rough and Finish Carpentry

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

Blinderman Construction Company has been performing public sector construction projects  
for over 40 years. Please refer to the Qualification Statement submitted for this project by  
Blinderman.

E. Nature of joint venture's business

Construction Contracting

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 24 %

H. Specify as to:

1. Profit and loss sharing 24 %

2. Capital contributions, including equipment 24 %

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

None

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

None

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

Steven Blinderman, President, Caucasian, Male, Blinderman Construction Company, Inc.  
Jonathan Eng, President, Asian, Male, Meccor Industries, Ltd.

2. Management decisions such as:

a. Estimating

Brian Colby, Blinderman Construction Company, Inc.  
Keith Johnson, Meccor Industries, Ltd.

b. Marketing and Sales

Steven Blinderman, Blinderman Construction Company, Inc.  
Jonathan Eng, Meccor Industries, Ltd.

c. Hiring and firing of management personnel

Steven Blinderman, Blinderman Construction Company, Inc.  
Jonathan Eng, Meccor Industries, Ltd.

d. Other

N / A

3. Purchasing of major items or supplies

see JV Agreement

4. Supervision of field operations

Steven Blinderman, Blinderman Construction Company, Inc.  
Jonathan Eng, Meccor Industries, Ltd.

5. Supervision of office personnel

Steven Blinderman, Blinderman Construction Company, Inc.  
Jonathan Eng, Meccor Industries, Ltd.

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

see JV Agreement

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

Superintendent (Blinderman), Project Manager (Blinderman)

Field Engineer (Meccor), QC Manager (Blinderman)

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

see JV Agreement

**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Blinderman Construction Company  
Name of Joint Venturer

*Steven Blinderman*  
Signature

Steven Blinderman  
Name

Partner  
Title

9/3/14  
Date

State of IL County of Cook

On this 3 day of Sept, 2014  
before me appeared (Name)

\_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)  
Blinderman Meccor JV

to execute the affidavit and did so as his or her

free act and deed.

*William J. Stradley*  
Notary Public

Commission expires: 12/15/14  
(SEAL)



Meccor Industries, Ltd.  
Name of Joint Venturer

*Jonathan Eng*  
Signature

Jonathan Eng  
Name

Partner  
Title

9/3/14  
Date

State of ILLINOIS County of COOK

On this 3RD day of SEPT., 2014  
before me appeared (Name)

JONATHAN ENG

\_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state

that he or she was properly authorized by

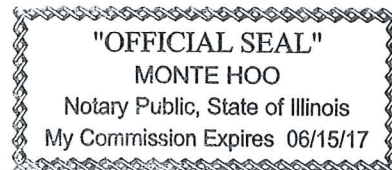
(Name of Joint Venture)  
Blinderman Meccor JV

to execute the affidavit and did so as his or her

free act and deed.

*Monte Hoo*  
Notary Public

Commission expires:  
(SEAL)



**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)**

Name of Project: Abraham Lincoln Elementary School Annex and Renovation

STATE OF ILLINOIS     }  
   } SS  
 COUNTY OF COOK        }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Partner

Title and duly authorized representative of

Blinderman Meccor JV

Name of General Contractor whose address is

8501 W Higgins Road, Suite 320

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Meccor Industries, Ltd	General Contracting, Structural / Misc Steel, Roofing Rough / Finish Carpentry, Framing, Drywall	\$ 24%	\$
NuToyz	Supply Playground Equipment / Supply & Install Poured-In-Place Surfacing (\$125,000 @ 60%)	\$	\$ 75,000
Jaymor Electric	Electrical Labor / Materials	\$	\$ 1,400,000
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ 3,364,800</b>	<b>\$ 1,475,000</b>
<b>Percent of Total Base Bid</b>		<b>24 %</b>	<b>10.5 %</b>

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

BY:

Blinderman Constuction Company, Inc.  
Name of Contractor (Print)

September 4, 2014  
Date

p. 773-444-0500  
Phone

IF APPLICABLE:

BY:

Meccor Industries, Ltd.  
Joint Venture Partner (Print)

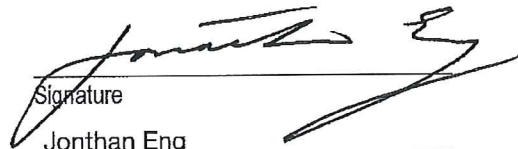
September 4, 2014  
Date

p.847-676-0202 f.847-676-0385  
Phone/FAX



\_\_\_\_\_  
Signature

Steven Blinderman  
Name (Print)



\_\_\_\_\_  
Signature

Jonthan Eng  
Name (Print)

MBE  WBE  Non-MBE/WBE

**SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Abraham Lincoln Elementary School Annex and Renovation

Project Number: C1561

FROM:

Meccor Industries, Ltd. MBE  WBE   
(Name of MBE or WBE)

TO:

Blinderman Meccor JV and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/16/2013. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

General Contracting, Structural Steel, Miscellaneous Steel, Roofing, Rough Carpentry,  
Finish Carpentry, Framing, Drywall

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$3,364,800

**SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**


85% % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. \*  
0% % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:


Meccor Industries, Ltd.  
 Name of MBE/WBE Firm (Print)  
September 4, 2014  
 Date  
847-676-0202  
 Phone

  
 Signature  
Jonathan Eng  
 Name (Print)

IF APPLICABLE:

BY:

Blinderman Construction Company  
 Joint Venture Partner (Print)  
September 4, 2014  
 Date  
773-444-0500  
 Phone

  
 Signature  
Steven Blinderman  
 Name (Print)  
 MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE X

\*Meccor will perform work as a general contractor. This includes managing all aspects for structural and miscellaneous steel, roofing, rough and finish carpentry, framing and drywall. Meccor will perform carpentry work.



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 16 2013

Jonathan D. Eng  
Meccor Industries, Ltd.  
3933 Oakton St.  
Skokie, IL 60076

Dear Mr. Eng:

We are pleased to inform you that **Meccor Industries, Ltd.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **12/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2014, 12/01/2015, 12/01/2016, and 12/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;



- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**236210 - Addition, Alteration and Renovation Operative Builders, Industrial Building (except warehouses)**

**236220 - Addition, Alteration and Renovation Operative Builders, Commercial and Institutional Building**

**237110 - Sewage Treatment Plant Construction**

**237310 - Curbs and Street Gutters, Highway, Road and Street, Construction**

**237990 - Construction Management, Outdoor Recreation Facility**

**237990 - Outdoor Recreation Facility Construction**

**237990 - Park and Recreational Open Space Improvement Construction**

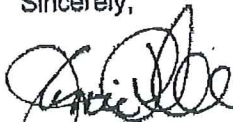
**237990 - Play Ground Construction**

**237990 - Subway Construction**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
\_\_\_\_\_  
Jamie L. Rhee <sup>R3</sup>  
Chief Procurement Officer

JLR/ha

*[Handwritten mark]*



SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)

To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

12% % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0% % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

NuToys Leisure Products

Name of MBE/WBE Firm (Print)

9/4/14

Date

800-526-6197

Phone 708-579-9055

Maira Staggs

Signature

Maira Staggs, President

Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

[moiras@nutoys4fun.com](mailto:moiras@nutoys4fun.com)

June 3, 2014

Moria Staggs  
Nutoys Leisure Products, Inc.  
915 West Hillgrove  
LaGrange, IL 60525

Dear Ms. Staggs:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until September 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman, Jr.  
Deputy Procurement Officer

GC/sl

FEB 18 2013

Nutoys Leisure Products, Inc.

Page 2

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) in the specialty area(s) of:

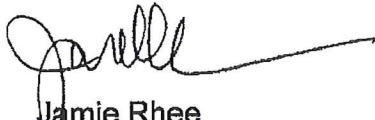
NAICS  
423910

Description  
playground equipment & supplies merchant wholesalers

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work one in the specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Jamie Rhee  
Chief Procurement Officer

JLR/akm



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 18 2013

Moria Staggs  
President  
Nutoys Leisure Products, Inc.  
915 West Hillgrove  
LaGrange, IL 60525

**Certificate Expires: April 1, 2014**

Dear Ms. Staggs:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 1, 2014**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by February 1, 2014.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- file your application for recertification within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change
- recertify with the city within the prescribed time frame.

**SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Abraham Lincoln Elementary School Annex and Renovation

Project Number: C1561

FROM:

Jaymor Electric, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Blinderman Meccor JV and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 8/12/14. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Electrical labor + materials

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 1,400,000.00

**SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

\_\_\_\_\_  
 \_\_\_\_\_ N/A \_\_\_\_\_  
 \_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

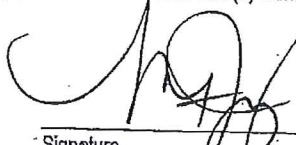
**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
18.9% % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:  
Jaymor Electric, Inc.  
 Name of MBE/WBE Firm (Print)  
914714  
 Date  
847-245-4700  
 Phone

  
 Signature  
Maureen F. Jung  
 Name (Print)

IF APPLICABLE:  
 BY:

\_\_\_\_\_  
 Joint Venture Partner (Print)  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_





**DEPARTMENT OF PROCUREMENT SERVICES**

**CITY OF CHICAGO**

**AUG 1 2 2014**

**Ms. Maureen F. Jung  
Jaymor Electric, Inc.  
500 Park Avenue, Suite 204  
Lake Villa, IL 60046**

**Dear Ms. Jung:**

**We are pleased to inform you that Jaymor Electric, Inc., has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 6/1/2017; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.**

**It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 6/1/2015 and 6/1/2016. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.**

**Your firm's five year certification will expire on 6/1/2017. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 4/1/2017.**

**It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.**

**Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:**

*JP*

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**238210 – Electrical Contractors**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 1 2 2014

Ms. Maureen F. Jung  
Jaymor Electric, Inc.  
500 Park Avenue, Suite 204  
Lake Villa, IL 60046

Dear Ms. Jung:

We are pleased to inform you that Jaymor Electric, Inc., has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 6/1/2017; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 6/1/2015 and 6/1/2016. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 6/1/2017. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 4/1/2017.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

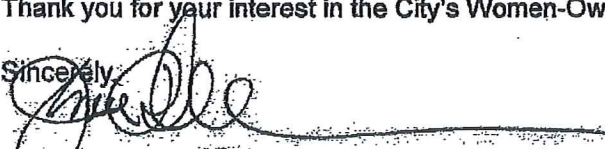
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**238210 – Electrical Contractors**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

Date: \_\_\_\_\_

Erin Lavin Cabonargi, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes\_\_\_\_ no\_\_\_\_

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**Statement of Bidder's Qualifications (1 of 2)**

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder Blinderman Meccor JV

Submitted By Steven Blinderman

Title \_\_\_\_\_

Address 8501 W Higgins Road  
Suite 320  
Chicago, IL 60631

Local Telephone No. and Fax No. 773-444-0500 / 773-864-5857

How many years operating as contractor for work of this nature? 42

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.	Sauganash Elementary - Chicago	\$10,525,135	2011	New Construction / Renovation
2.	Carter Woodson - Chicago	\$10,161,740	2009	New Construction / Renovation
3.	2013 School Investment - Pkg 2 Chicago	\$14,113,982	2013	New Construction / Renovation

**The Lowest Responsive and Responsible Bidder shall be required to attend a Pre-Award Meeting the day following the scheduled Bid Due Date to verify past experience and familiarity with this project.**

**The Lowest Responsive and Responsible Bidder shall be required to bring representatives of all sub-contractors intended to be assigned to the project.**

**Statement of Bidder's Qualifications (2 of 2)**

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name \_\_\_\_\_
- (b) State and City in which incorporated \_\_\_\_\_
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois? Yes  No
- (d) Name and address of registered agent in Illinois  
\_\_\_\_\_
- (e) Names and titles of officers authorized to sign contracts

_____ Name	_____ Title
_____ Name	_____ Title

If submitted by a partnership:

- (a) Firm Name Blinderman Meccor JV
- (b) Official Address 8501 W Higgins Road, Suite 320  
Chicago, IL 60631
- (c) Names of all Partners: Steven Blinderman, Blinderman Construction Company, Inc.  
Jonathan Eng, Meccor Industries, Ltd.

If submitted by an individual:

- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

*Am Madam*  
Signature of Affiant

Subscribed and sworn to before me this 4<sup>th</sup> day of September 20 14

*WJ Stradley*  
Notary Public  
My Commission expires: 12/15/14



**Disclosure of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Abraham Lincoln Elementary
  - a. Description of goods or services to be provided under Contract  
General Construction
2. Name of Contractor: Blinderman Meccor JV
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
Check here if no such persons have been retained or are anticipated to be retained:

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (Indicate whether paid or estimated)
NuToys Leisure Products	915 West Hillgrove LaGrange, IL 60525	WBE Subcontractor	\$75,000
Jaymor Electric, Inc.	500 Park ave, Suite 204 Lake Villa, IL 60046	WBE Subcontractor	\$1,400,000



4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Steven Blinderman  
Signature

September 4, 2014  
Date

Steven Blinderman  
Name (Type or Print)

Partner  
Title

Subscribed and sworn to before me  
this 4 day of September, 2014 (SEAL)

William J. Stradley  
Notary Public


Commission expires: 2/15/14



4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

  
\_\_\_\_\_  
Signature  
Jonathan Eng  
Name (Type or Print)

September 4, 2014  
\_\_\_\_\_  
Date  
Partner  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 4<sup>th</sup> day of September, 20 14 (SEAL)

  
\_\_\_\_\_  
Notary Public

Commission expires: 12/15/14



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6219593

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debra J. Doyle; Diane M. O'Leary; James B. McTaggart; Jennifer L. Jakaitis; Jessica B. Yates; Judith A. Lucky-Eftimov; Karen L. Daniel; Melissa L. Fortier; Robert E. Duncan; Sandra M. Nowak; Sandra M. Winsted; Susan A. Welsh

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of July, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 23rd day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. \_\_\_\_\_ Contractor's Bid
2. \_\_\_\_\_ Bid Guarantee
3. \_\_\_\_\_ Acceptance of the Bid
4. \_\_\_\_\_ Basis of Award (Award Criteria)
5. \_\_\_\_\_ Unit Prices (If applicable)
6. \_\_\_\_\_ Affidavit of Non-Collusion
7. \_\_\_\_\_ Schedule B – Affidavit of Joint Venture (if applicable)
8. \_\_\_\_\_ Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9. \_\_\_\_\_ Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10. \_\_\_\_\_ Proof of Ability to Provide Bond
11. \_\_\_\_\_ Proof of Ability to Provide Insurance
12. \_\_\_\_\_ General Contractor's License
13. \_\_\_\_\_ Disclosure of Retained Parties (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

## EXHIBIT #1 Cook County Prevailing Wage for July 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER-> NOT IN EFFECT		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON		BLD		40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		E ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER		E ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150

TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

#### Explanations

##### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).



Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**EXHIBIT #2 Insurance Requirements**  
**Construction Board of Education (CBOE)**  
**1561 Abraham Lincoln Elementary School 05740**

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

**INSURANCE TO BE PROVIDED**

**1) Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago as Additional Insured using the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**4) Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) **Professional Liability**

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) **Builders Risk**

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior sitework. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

**B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach

of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the Board of Education of the City of Chicago and the City of Chicago.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1561

**PERFORMANCE AND PAYMENT BOND**

**Contract No.**

Bond No. Liberty Mutual Insurance Company - 285048642

**C1561**

The Ohio Casualty Insurance Company - 84c000071

KNOW ALL MEN BY THESE PRESENTS, that we, Blinderman Construction Company, Inc., a Corporation, organized and existing under the laws of the State of Illinois, with offices in the City of Chicago, State of Illinois, and Meccor Industries, LTD., a Corporation existing under the laws of the State of Illinois, with offices in the City of Skokie, State of Illinois, and collectively referred to as

'BLINDERMAN MECCOR JOINT VENTURE', as \_\_\_\_\_ Principal, and  
LIBERTY MUTUAL INSURANCE COMPANY / THE OHIO CASUALTY INSURANCE COMPANY  
175 Berkeley Street 62 Maple Avenue  
Boston, MA 02116 Keene, NH 03431

a corporation organized and existing under the laws of the State of MA/NH, with offices in the State of \* Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of FOURTEEN MILLION TWENTY THOUSAND DOLLARS AND NO CENTS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated September 9, 2014, for the fabrication, delivery, performance and installation of:

Abraham Lincoln Elementary School Annex & Renovation  
615 West Kemper Place  
Chicago, IL 60614

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1561

assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of FOURTEEN MILLION TWENTY THOUSAND DOLLARS AND NO CENTS shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1561

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this September 11, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
City State

CORPORATE SEAL

ATTEST:

BY [Signature]  
Secretary  
Title

BLINDERMAN CONSTRUCTION COMPANY, INC.  
Corporation

BY [Signature]  
President  
Title

BY [Signature]  
Secretary  
Title

MECCOR INDUSTRIES, LTD.  
Corporation  
BY [Signature]  
PRESIDENT  
Title

BY [Signature]  
Sandra M. Nowak, Witness  
200 E. Randolph St., Chicago, IL 60601 312-381-4468  
Business Address & Telephone

Corporate Surety  
LIBERTY MUTUAL INSURANCE COMPANY / THE OHIO CASUALTY  
INSURANCE COMPANY  
BY [Signature]  
Title Susan A. Welsh, Attorney-In-Fact  
CORPORATE SEAL

**FOR CLAIMS (Please Print):**

Contact Name: Nicholas Bokios

Business Address: 175 Berkeley Street, Boston, MA 02116

Telephone: 847.396.7105 Fax: 866.548.6573

The rate of premium of this Bond is \$ 6.4358 per thousand. \*\*  
Total amount of premium charged is \$ 90,230.00 \*\*

\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.  
\*\* Must be filled in by the Corporate Surety.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1561

**BOND APPROVAL**

BY

  
\_\_\_\_\_  
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of \_\_\_\_\_, corporation named as Principal in the foregoing performance and payment bond, that \_\_\_\_\_ who signed on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


**CORPORATE SEAL**

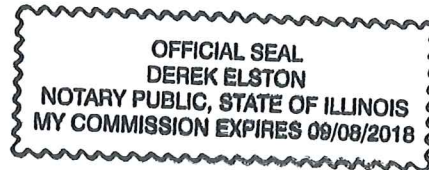
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 11<sup>th</sup> of September, 2014, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company and The Ohio Casualty Insurance Company acknowledged that he executed the said instrument as the free act and deed of said Company.

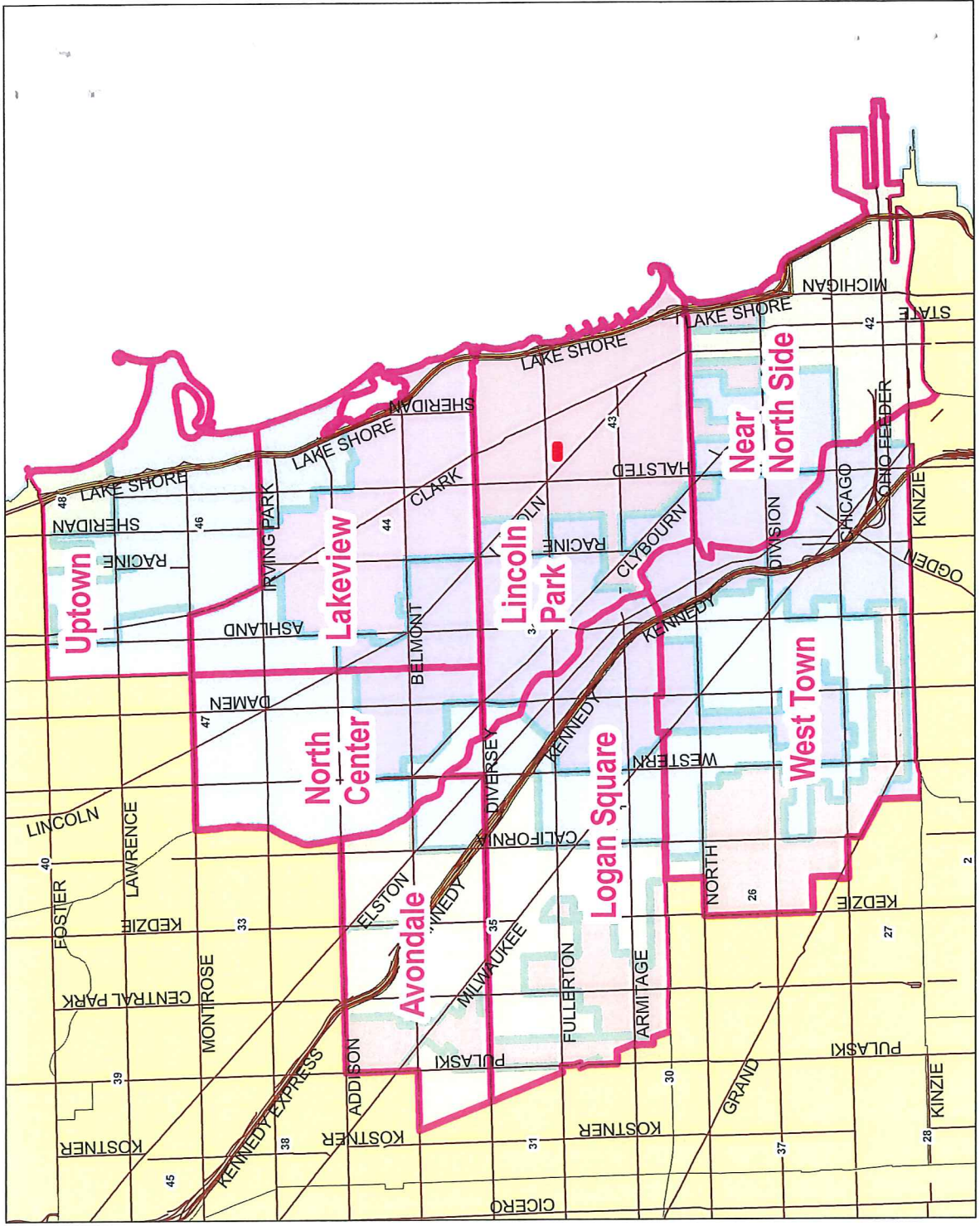
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



# Lincoln Elementary School Annex Community Hiring Areas

EXHIBIT #3 PROJECT COMMUNITY AREA MAP



- Lincoln Elementary School
- Ward Boundary
- Community Area

## Ryan, Eileen

---

**From:** Tom White <twhite@blinderman.com>  
**Sent:** Wednesday, September 10, 2014 7:39 AM  
**To:** Ryan, Eileen  
**Cc:** Montenegro, Patricia  
**Subject:** RE: Lincoln Elementary

Eileen,  
Our excess liability will cover the difference.  
Thanks,

Tom White  
Controller

**Blinderman**

**Blinderman Construction Company, Inc.**  
8501 W. Higgins Road – Suite 320  
Chicago, IL 60631-2812

v: 773.864.5824  
c: 773.866.0176

**From:** Ryan, Eileen [<mailto:Eileen.Ryan@cityofchicago.org>]  
**Sent:** Tuesday, September 09, 2014 4:48 PM  
**To:** Tom White  
**Cc:** Montenegro, Patricia  
**Subject:** RE: Lincoln Elementary

Thanks Tom. Please note that your Employers' Liability on the Workers' Compensation policy is only showing \$500,000. Our requirement is \$1,000,000.

Thank you.

**From:** Tom White [<mailto:twhite@blinderman.com>]  
**Sent:** Tuesday, September 09, 2014 3:46 PM  
**To:** Ryan, Eileen  
**Cc:** Montenegro, Patricia  
**Subject:** RE: Lincoln Elementary

Hi Eileen,  
Here is our certificate of insurance from our broker Marsh. I am waiting for our other broker, Aon, to get us the certificate which will have our pollutions and professional liability and will forward once I receive.  
Thanks,

Tom White  
Controller

**Blinderman**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. ATTN: RAFFLES - FAX 248-945-5650 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
R00411-00411-RAFF-14/15	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zurich American Insurance Co	<b>NAIC #</b> 16535
<b>INSURED</b> Blinderman-Meccor Joint Venture 8501 West Higgins Road, Suite 320 Chicago, IL 60631	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004994822-10                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	GLO4637398-03	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAP4637399-03 (COM'L) BAP4637400-03 (PRIV. PASS.)	04/01/2014 04/01/2014	04/01/2015 04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC4637397-03	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Re: Lincoln School. The Public Building Commission of Chicago, Board of Education of the City of Chicago, and the City of Chicago is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. Workers' Compensation does not apply to monopolistic states (ND, OH, WA and WY), Puerto Rico or the Virgin Islands. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers Compensation in favor of the additional insureds where required by written contract. Auto: Phy Dmg.: Comp - \$1,000 Tractors, \$250 all others; Coll - \$1,000 Tractors, \$500 all others.; General Liability: 0; Workers' Compensation: 0

**CERTIFICATE HOLDER**

Public Building Commission of Chicago  
50 West Washington Street, Room 200  
Chicago, IL 60602

*OK  
Erin  
9-11-14*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
John C Hurley *[Signature]*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Blinderman-Meccor Joint Venture 8501 W. Higgins Road #320 Chicago IL 60631 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> XL Specialty Insurance Co		37885
	<b>INSURER B:</b> Indian Harbor Insurance Company		36940
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570055091540**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00064201LI14A	04/01/2014	04/01/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Contractor Poll			PEC002302206 SIR applies per policy terms & conditions	04/01/2014	04/01/2015	Each Loss \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: PBC Lincoln School. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are included as Additional Insured in accordance with the policy provisions of the Excess Liability policy. Excess Liability is on a follow form basis.

### CERTIFICATE HOLDER

### CANCELLATION

Public Building Commission of Chicago 50 W. Washington Street, Room 200 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570055091540



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**Travelers**  
200 N. LaSalle, Ste. 2200  
Chicago, IL 60601  
Telephone 312-917-4469  
Facsimile 312-917-4465

Insurance Binder/Cover Note

Insured: Blinderman/Meccor Joint Venture  
615 W. Kemper Place  
Chicago, IL 60031

Producer: Aon Risk Services Central  
200 E Randolph St, 11<sup>th</sup> Floor  
Chicago, IL 60601

Assigned Policy Number: QT 660 3D691212 TIL 14

Effective 11/01/2014 the lines of insurance specified below are bound for the coverage period of 11/01/2014 to 12/31/2015 as set forth in the attached Insurance Proposal dated 09/08/2014 with a premium of \$31,333

Builders' Risk Non-Reporting – Construction PAK

The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by Travelers.

It is agreed that the insurance policy(ies) subsequently issued shall conform with this binder.

The policies when issued will, without notice, replace and supercede this and all other correspondence which documents the insurance coverage referenced herein.

Company: Travelers Property Casualty Company of America

Justin Walker  
Account Executive  
Travelers

Dated: 09/08/2014

**INLAND MARINE  
PROPOSAL FOR:  
BLINDERMAN-MECCOR JOINT VENTUR  
547 W. JACKSON BLVD.  
CHICAGO, IL 60661**

**PREPARED FOR:  
AON RISK SERVS CENTRAL  
200 E RANDOLPH ST 13TH FL  
CHICAGO, IL 60601  
Attn: Theresa Lovell  
Phone. 312-381-5868**

Date of Proposal: 09/08/2014  
Time: 16:10 EST  
Quote Number: 001 - 001  
SAI: 9117J0101

Account Executive: Justin Walker  
Phone: 312-458-6416  
E Mail Address: JWALKER6@travelers.com

Account Manager: Wendy Barker  
Phone: 312-458-6421  
E Mail Address: WBARKER1@travelers.com

**THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

**THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THIS PROPOSAL IS VALID FOR 30 DAYS OR UNTIL THE PROPOSED EFFECTIVE DATE, WHICHEVER IS SOONER, UNLESS OTHERWISE INDICATED.**

**Account Name:**  
BLINDERMAN-MECCOR JOINT VENTUR

**Proposal Date:** 09/08/2014  
**Proposed Effective Date:** 11/01/2014

**Quote Number:** 001 - 001  
**Proposed Expiration Date:** 12/31/2015

---

**CONSTRUCTION PAK - BUILDERS' RISK**  
**CM T2 21 Construction Pak – Builders' Risk Coverage Form**

**Project 1**  
**COVERAGE AND LIMITS OF INSURANCE**

Description: Construction of an addition to  
Abraharm Lincoln Elementary and  
renovation of existing building  
Estimated Total Project Value: \$14,020,000  
Job Site Location: 615 W. KEMPER PLACE, CHICAGO,  
IL, 60601

The following Limits of Insurance are the most we will pay at the job site shown above unless a more specific Limit of Insurance is shown elsewhere in this proposal:

Covered Property Limit of Insurance: \$14,020,000  
Special Time Element Limit of Insurance: Not Covered

The following coverage options apply only when indicated by an 'X':

	<u>Occurrence Limit</u>	<u>Annual Aggregate Limit</u>
<input checked="" type="checkbox"/> Earth Movement [ ] Earthquake	\$2,500,000	\$2,500,000
<input checked="" type="checkbox"/> Flood	\$2,500,000	\$2,500,000

**DEDUCTIBLE**

Deductible applying to Covered Property shown above unless a more specific Deductible is shown below: \$5,000

The Deductible shown below applies for the coverage option indicated by an 'X':

Earth Movement [ ] Earthquake:  
[X] \$25,000  
[ ] % subject to \$ minimum and \$ maximum  
 Flood:  
[X] \$25,000  
[ ] % subject to \$ minimum and \$ maximum

**COINSURANCE**

No Coinsurance Applies

**PREMIUM**

**Flat Premium**

Annual Rate: \$0.1920  
Annual Premium: \$26,918  
Project Term Premium: \$31,333

Premiums below are included in the premium shown above:

Breakdown of Equipment Annual Premium: Included  
Breakdown of Equipment Project Term Premium: Included

**Limit of Insurance Applying to Covered Property In:**

Transit:	\$250,000
Temporary Storage:	\$250,000

**Coverage Extensions**

**Limit of Insurance**

Expediting Expense and Extra Expense:	\$100,000
Fire Protective Systems:	\$100,000
Landscaping:	\$50,000
Soft Costs:	\$100,000
Temporary Works Other Than Covered Property:	\$50,000
Valuable Papers and Records:	\$100,000

**Additional Coverages**

Additional Cost of Construction Materials and Labor:	\$100,000
Claim Data Expenses:	\$50,000
Construction Contract Penalty:	\$50,000
Debris Removal Increase:	\$250,000
Fire or Police Department Service Charges:	\$50,000
Fungus, Wet Rot And Dry Rot – Annual Aggregate:	\$50,000
Green Building Additional Expense:	\$100,000
Ordinance or Law:	
Loss To The Undamaged Portion Of The Building or Structure:	Included In Applicable Limit At The Job Site
Demolition Cost and Increased Cost Of Construction - Combined:	\$250,000
Pollutant Clean Up and Removal – Annual Aggregate:	\$100,000
Preservation of Property:	Included In Applicable Limit At The Job Site
Protection of Property:	\$100,000
Reward Coverage:	
25% of covered loss up to a maximum of:	\$50,000

**TOTAL BUILDERS' RISK PREMIUM**

Minimum Earned Premium:	\$31,333
Total Annual Premium:	\$26,918
Total Term Premium:	\$31,333

**Valuation**

Replacement Cost

**Other Terms and Conditions**

- CM T2 25 – Flood Cause of Loss
- CM T2 27 – Earth Movement Cause of Loss
- CM T6 88 – Existing Buildings Or Structures That Are Not Covered Property
- Limit Of Insurance: \$1,000,000

**Account Name:**  
BLINDERMAN-MECCOR JOINT VENTUR

**Proposal Date:** 09/08/2014  
**Proposed Effective Date:** 11/01/2014

**Quote Number:** 001 - 001  
**Proposed Expiration Date:** 12/31/2015

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**PROPOSAL SUMMARY**

**PREMIUM SUMMARY**

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Coverage	Premium	Minimum Earned Premium
Builders' Risk Non Reporting - Construction Pak	\$31,333	\$31,333
<b>Account Total</b>	<b>\$31,333</b>	

---

*\* The estimated premium(s) shown above may differ from actual premium(s) shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.*

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**PAYMENT PLAN**

Agency Bill Prepaid

**COMPANY**

Travelers Property Casualty Company of America

**COMMISSION**

Inland Commission 15%

**OTHER FORMS**

IL T3 79 Cap on Losses from Certified Acts of Terrorism  
IL T3 82 Exclusion of Loss Due to Virus or Bacteria

Applicable endorsement and/or modifier relating to exclusion of certain computer related losses due to dates or times will also apply.

**Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

[http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

## Terrorism Risk Insurance Act of 2002 Disclosure

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total premium for each coverage indicated in the account premium summary. The charge for each coverage is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

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Coverage	Included Charge For Insured Losses
Commercial Inland Marine	1% of the Commercial Inland Marine Coverage premium.

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**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

MECCOR INDUSTRIES LTD.  
3933 OAKTON STREET  
SKOKIE IL 60076

LICENSE CLASS: (B) \$10,000,000 PROJECT CEILING



LICENSE NUMBER: TGC04581

CERTIFICATE NUMBER: GC04581-11

FEE: \$ 1000

DATE ISSUED: 04/22/2014

DATE EXPIRES: 04/22/2015

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

A handwritten signature in cursive script, appearing to read "Rahm Emanuel".

Rahm Emanuel  
Mayor

A handwritten signature in cursive script, appearing to read "Felicia Davis".

Felicia Davis  
Commissioner



**City of Chicago**  
**Department of Buildings**  
**General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

BLINDERMAN CONSTRUCTION CO., INC.  
8501 WEST HIGGINS ROAD  
SUITE 320  
CHICAGO IL 60015-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04328

CERTIFICATE NUMBER: GC04328-11

FEE: \$ 2000

DATE ISSUED: 04/08/2014

DATE EXPIRES: 04/28/2015

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Rahm Emanuel.

Rahm Emanuel  
Mayor

Handwritten signature of Felicia Davis.

Felicia Davis  
Commissioner

## JOINT VENTURE AGREEMENT

This JOINT VENTURE AGREEMENT (the "Agreement") made and entered into as of this 18th day of August, 2014 by and between Blinderman Construction Company, Inc., an Illinois corporation (hereinafter referred to as "Blinderman" and Meccor Industries, Ltd., an Illinois corporation (herein referred to as "Meccor").

### **WITNESSETH:**

WHEREAS, the parties hereto desire to associate themselves in a joint venture for the purpose of securing a contract and performing general construction work for the Public Building Commission of Chicago for Abraham Lincoln Elementary School Annex & Renovation, Contract No. C1561 (the contract with the Owner hereinafter referred to as the "Construction Contract" and the *work* hereinafter referred to as the "Project"); and

WHEREAS, the parties hereto have agreed as to the method and means of performing said Construction Contract; and

WHEREAS, the parties hereto desire that their interests in the services to be rendered and the work to be performed pursuant to the Construction Contract (including any supplements, changes and additions thereto, or work in connection therewith) and all rights, liabilities, profits and losses arising in connection with the performance or nonperformance thereof be defined by an agreement in writing;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Rights and Responsibilities

The parties hereto constitute themselves a joint venture for the purpose of performing and completing the Project, and for the purpose of furnishing or performing the necessary work, labor, materials and services in connection therewith, and for no other purpose, it being expressly understood that nothing contained in this Agreement shall be construed as creating any partnership between the parties hereto, or constituting any party the general agent of the other, or in any way preventing or hindering either party hereto from carrying on its respective business or businesses for its own benefit.

#### 2. Name and Principal Office

The name of this joint venture shall be "Blinderman Meccor JV" (the "Joint Venture"). The principal office of the Joint Venture shall be located at 8501 West Higgins Road, Suite 320, Chicago, IL 60631.

#### 3. Interests of the Parties

- (a) The interests of the parties in and to the Construction Contract, any and all contributions, property, capital and equipment contributed or acquired in connection with the performance thereof, any and all money, including gains, profits, losses, obligations or liabilities which may be derived from the performance thereof, and the obligations and liabilities of each of the parties hereto as among themselves in connection with the Construction Contract and with respect to any and all liabilities and losses in connection therewith shall be:

BLINDERMAN: 76%  
Meccor: 24%

- (b) Each party shall have a voice equal to its proportional share in the determination of any matter involving the business of the Joint Venture, including, but not limited to, control and management of the Project. Each party does hereby agree to indemnify the other against any loss or liability exceeding the proportions, hereinabove stated, for whatever reason, including any payments required to be made in, and about, the performance of the Contract.
- (c) It is agreed by both parties that Blinderman and Meccor are to act in their respective capacities as general contractors for separate, distinct and complimentary portions of the work which taken together will constitute the total work to be performed by the Joint Venture under the Contract. Accordingly, it is agreed by both parties that a subcontract for an amount not less than 24% of the value of the Contract shall be issued to Meccor for general work under the Contract. Serving as a General Contractor, the general work to be performed by Meccor shall include, but is not limited by, Structural and Miscellaneous Steel, Roofing and Rough and Finish Carpentry. Specific contributions of equipment to be provided by Meccor shall include, but is not limited by, rubbish boxes, and other miscellaneous tools and equipment, which may be required to complete the above listed Contract scope of work. Meccor shall provide personnel to supervise, manage, control and utilize its particular skill and knowledge for its Contract scope of work by providing the services of a Project Engineer, as well as other operative personnel as may be required. In addition, utilizing appropriate construction trade workers, Meccor will self-perform miscellaneous steel and carpentry work including doors, frames hardware and millwork. Likewise, it is agreed that the balance of the Contract value and remaining scope of project general work shall be subcontracted to Blinderman. The subcontracted work shall be performed on behalf of the Joint Venture partnership and taken together shall constitute the total work under the Contract.

#### 4. Representatives and Management Committee

- (a) Each party shall designate a principal representative (the "Principal Representatives") to serve on a management committee (hereinafter referred to as the "Management Committee") who shall have complete responsibility to act on behalf of that party in any matter involving, in connection with, or arising out of the performance of the Construction Contract by the Joint Venture.
- (b) Each party shall also designate an alternative representative (the "Alternative Representatives") to the Management Committee who shall serve only when the Principal Representative of that party is absent or incapacitated or unable to serve. The Principal and Alternative Representatives shall serve as such without compensation, or for such compensation from the funds of the Joint Venture as may be agreed by the Management Committee, provided, however, that each party may, at its own cost and expense and in its sole discretion, compensate its Principal and/or Alternative Representatives.
- (c) Subject to the terms of the Agreement, the Management Committee shall have full responsibility and authority for the management of the Joint Venture's performance of the Construction Contract, including, but not limited to, assignment of work between the parties, preparation of schedules of work, settlement of disputes with the owner, negotiating and executing agreements with subcontractors, and any other matters affecting the performance of the Construction Contract. Actions and decisions of the Management Committee shall be final, conclusive and binding upon the parties. Actions and decisions shall be by unanimous vote whenever possible. Otherwise, actions and decisions shall be made by vote with each representative's vote equal to its firm's

proportional share in the management of the Joint Venture in accordance with Paragraph 3(a).

- (d) Should any of the representatives of the respective parties die, become disabled, resign, or for any other reason cease to be connected with the party which nominated him, the nominating party shall promptly, by written notice served upon the other party, name a successor representative.
- (e) Each of the parties hereto may at any time replace the Principal or Alternative Representative designated by it, or all such Representatives, by notice in writing served upon the other party.
- (f) Meetings of the Management Committee for the transaction for the business of the Joint Venture may be called at such time and place, subject to reasonable notice, by either party or their representatives as they may consider necessary or desirable. No actions may be taken by the Management Committee without a quorum of the Management Committee being present. For the purposes of this Agreement, one Representative from each party shall constitute a quorum. The Management Committee shall designate one representative to act as Secretary to keep written minutes of the proceedings and records of the decisions of the Management Committee.
- (g) The following are appointed the initial and alternate Representative of the parties:

	<u>BLINDERMAN</u>	<u>Meccor</u>
Representative:	Steven Blinderman	Representative: Jonathan Eng
Alternate:	David Blinderman	Alternate: Monte Hoo

#### 5. Sponsoring Joint Venture

In order to facilitate the orderly conduct of the business of the Joint Venture, Blinderman is hereby designated as the Sponsoring Joint Venturer and is hereby authorized, subject to the terms and conditions contained in this Agreement, to execute on behalf of the Joint Venture all documents and instruments and to take all such other actions as are necessary or desirable to perform the Construction Contract including, but not limited to, the negotiating of all contracts, contract modifications and change orders, supervision of work forces, contracting and communicating with subcontractors, and organizing the field office for the Joint Venture. Blinderman shall be compensated for its overhead expenses incurred in connection with the performance of such functions.

#### 6. Contributions and Financing

- (a) All necessary working capital, when and as required for the prosecution of the Project, shall be furnished by Blinderman and Meccor in proportion to each party's equity share as set forth in Paragraph 3(a) above. The initial contribution of each party to the Joint Venture shall be in proportion to the interest of each party. The joint initial contribution shall be in the amount of Ten Thousand Dollars (\$10,000.00).
- (b) A bank account or bank accounts (hereinafter collectively referred to as the "Joint Venture Account") shall be opening in such banks or trust companies as may be determined by the Management Committee.
- (c) Within five (5) days after execution of this Agreement, the parties shall each advance and pay into the Joint Venture account, the contribution specified in subparagraph 6(a) above, or execute such other documents or perform such other services as is necessary to make the initial capital contribution available to the Joint Venture.
- (d) All money contributed by the parties and all money received as payment under the Construction Contract or otherwise received by the Joint Venture are hereby declared to be trust funds for the performance of the Construction Contract and for no other purpose, until the Construction Contract shall have been fully completed and accepted by the owner, and all obligations of the Joint Venture have been paid or otherwise discharged, or adequate reserves have been established to cover any such obligations. Any reserves

likewise are declared to be trust funds which shall be disbursed only for the purpose for which such reserves were created, or returned to the parties when that purpose has been served.

- (e) All payments received by the Joint Venture under the Construction Contract or from others in connection with the Project shall be promptly deposited in the Joint Venture Account and all invoices received by the Joint Venture shall be paid by check drawn on the Joint Venture Account.
- (f) Checks drawn against the Joint Venture Account shall require the signature of one (1) authorized individual. Each party shall designate an individual or individuals authorized on its behalf to endorse checks deposited and to sign checks drawn on the Joint Venture Account.
- (g) When and if the Management Committee of the Joint Venture determines that additional funds are required or desirable for carrying out the Construction Contract, or to pay any losses arising therefrom, or to remedy any deficits by reason of prior overpayments to the parties, then, and in such event, the parties shall within ten (10) days after such determination contribute such additional funds in accordance with the respective percentage interests of the parties. Should any party be unable, or fail or neglect to contribute and deposit such additional funds into the Joint Venture Account, then the other party advancing such deficiency shall receive interest on the funds advanced at a rate computed at prime rate per annum from the time of the advance to the time of repayment. Such excess funds shall be repaid in full with interest (from the time of the advance to the time of the repayment) from the first money thereafter received in connection with the Project distributable to the parties and before any other payments are made to the parties. In addition, such party may, in its discretion, advance the other parties share of such additional funds, which advance shall likewise earn interest at the rate of prime rate per annum from the time of such advance to the time of repayment. All interest paid for funds thus advanced shall be charged against the party on account of whose failure the said funds were advanced.
- (h) When and if the Management Committee of the Joint Venture determines that the funds in the Joint Venture are in excess of the needs of the Project, such excess funds shall be first applied to the return of the parties' capital contributions (repaid in proportion to their respective percentage interests provided in subparagraph 3(a) of this Agreement) until such capital contributions have been entirely repaid, and the balance of such excess shall be distributed to the parties in their respective percentage interests set forth above.
- (i) In no event will advance distribution of any funds pursuant to subparagraph 6(h) above, reduce the obligation of the parties for future expenses of the Joint Venture.
- (j) Neither party nor its agents shall have the power to borrow money based upon or otherwise pledge the credit of the other party.

#### 7. Preliminary Expenses

Subject to the approval of the Management Committee, all preliminary, traveling, out-of-pocket and other expenses related to the Project incurred by any party up to and including the date on which the Construction Contract is awarded shall be borne proportionally by the parties as set forth in subparagraph 3(a) above.

#### 8. Joint Venture Property

- (a) The capital contributions described in Paragraph 6 above shall become Joint Venture property.
- (b) Other property obtained with funds of the Joint Venture shall likewise become Joint Venture property.
- (c) Joint Venture property shall be so recorded in the Joint Venture books of account.
- (d) Property made available for Joint Venture use shall remain the property of the contributing party. Upon termination of this Agreement, or at such other time as the

parties may agree upon, this property shall be returned to the contributing party. Nothing contained herein shall limit the parties hereto from making additional property available for use by the Joint Venture. Property made available for use by the Joint Venture, in addition to that which is specified in exhibit "B", shall be subject to the provisions of subparagraph 8(e), below.

- (e) Any party to this Agreement that makes property available for use by the Joint Venture shall be entitled to payment from Joint Venture funds for 75 percent of the fair rental value for the use or loss or destruction of such property. The receipt of any such rental payments from the Joint Venture by a party hereto shall in no way limit or affect that party's interest in the Joint Venture as specified in subparagraph 3(a) nor constitute a repayment of advances or return of such party's capital contribution or a portion of such parties share of the profits of the Joint Venture.

9. Labor

- (a) Either party to the Joint Venture may furnish the labor required to perform the work on the Project. In addition, the Joint Venture may, in its discretion, request that either party furnish labor in connection with the performance of work on the Project.
- (b) Each party shall be reimbursed for all expenses incurred in connection with the performance of the Construction Contract, including but not limited to wages, salaries, overhead expenses, insurance, employee benefits, workers' compensation insurance, public liability insurance, Federal old age taxes, state unemployment taxes and any other taxes (other than income taxes) levied by Federal, State or local authorities. The receipt of such payments shall in no way affect or limit the parties' interest in the Joint Venture as specified in Subparagraph 3(a) or constitute a repayment of advances or return of such party's capital contribution or a portion of such party's share of the profits of the Joint Venture.

10. Employees

The Joint Venture may hire employees in connection with the performance of the Construction Contract or in connection therewith. Any personnel of either party rendering services to the Joint Venture shall remain the employees of the respective parties hereto. New personnel employed specifically for work on the Project may, upon completion of the Construction Contract or when no longer needed or desired by the Joint Venture, become employees of one of the parties by mutual agreement at the time of termination of employment.

11. Cost of Construction

The Cost of Construction of the Project shall include: The cost of all subcontracts, labor, material, plant, tools and equipment purchased or leased (including any of the foregoing items purchased or leased from either of the parties hereto); bonds, insurance, taxes of all types (excepting income); miscellaneous charges; legal fees, consultants' fees; administrative and field overhead; accounting expenses; liabilities not covered by insurance; and all other expenses and obligations incurred or suffered in and about the performance of the Construction Contract of a nature properly charged as a cost of performance of the Construction Contract under generally-accepted accounting principals. Such costs shall include any charges to the Joint Venture for Blinderman's and Meccor's overhead expenses (based on Blinderman's and Meccor's most recent certified financial statements) incurred in connection with the performance of the Construction Contract.

12. Project Profits and Losses

Upon completion of the Construction Contract and after paying or adequately providing for the payment of all Costs of Construction (as specified in Paragraph 11) incurred for its performance and completion, including all costs and charges properly allocable to the Construction Contract, payment of

any and all claims not secured by insurance, or the establishment of adequate reserves therefore, whether such claims actually have been brought or may be reasonably anticipated, and after providing any other reserves for contingencies that may be determined by the Management Committee to be necessary, and after repaying to the parties all advance of capital contributions, any profits thereafter remaining shall be divided between and distributed to the parties hereto in the proportions specified in subparagraph 3(a). Any reserves when no longer required, or so much thereof as shall remain, shall be similarly divided and distributed.

If the performance of the Project results in a loss, the parties shall be obligated in accordance with Paragraph 3 for any such loss, irrespective of the fact that Blinderman or Meccor may have advanced more than its respective share of the working capital as provided above. Such liability of Blinderman and Meccor for the bearing of losses shall continue with respect to any claims which at any time, either before or after the completion of the Project, shall be made against them or either of them by reason of this Joint Venture or any matter or thing in connection therewith.

13. Project Staff

The representatives of the respective parties to the Management Committee shall appoint field and office representatives for the Project who shall be responsible for the direction and management of the work in accordance with policies and procedures established by the Management Committee, coordinate the work, and be responsible for contact with the Owner and other necessary parties in order to perform the work.

14. Accounting

- (a) Mr. Thomas White is designated as Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account, upon such basis as the Management Committee may determine. Such books of account shall be kept and maintained at the principal office of the Joint Venture, and, along with all other records of the Joint Venture, shall be open for inspection by the parties of the Joint Venture during normal business hours.
- (b) A periodic audit of such books of account shall be made by an independent firm of certified public accountants as may be mutually agreed upon by the parties, and a like audit shall be made upon the completion of the Construction Contract. With respect to the periodic audits, there shall be included, if requested by the parties, a periodic comparison between the items of cost and the items set up in the estimate of cost. The cost of these audits shall be a part of the Construction Costs of the Project as defined in Paragraph 11. For purposes of this Agreement, the certified figures of the firm of accountants retained to perform the periodic and/or final audits shall be final, conclusive and binding upon the parties.
- (c) Records of the Joint Venture which are required to be kept subsequent to the completion of the Construction Contract pursuant to the provisions of law shall be kept at such place or places as determined by the Management Committee, and the costs therefor shall be borne by the parties in accordance with their respective interests as described in subparagraph 3(a).

15. Insurance

- (a) Each party to this Agreement shall, and the Joint Venture may, effect and maintain insurance to protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

- (b) The Joint Venture will effect and maintain insurance to protect all parties from claims arising out of the performance under this Agreement for which the Joint Venture is legally liable. The Joint Venture shall acquire all necessary bonds, completed operations insurance, personal liability insurance, general liability insurance, Workers' Compensation insurance, builders' risk insurance and automobile liability insurance, in such amounts as the Management Committee believes necessary to protect the Joint Venture. To the extent that any party hereto provides these coverage's for the Joint Venture, the party shall be reimbursed for its cost of obtaining such, which payment shall not affect or limit the party's interest in the Joint Venture as specified in subparagraph 3(a).

16. Bankruptcy, Insolvency or Liquidation

- (a) Notwithstanding any other provision contained in this Agreement, in the event of the insolvency, bankruptcy or liquidation of either party, this Joint Venture shall terminate.
- (b) In the event of the insolvency, bankruptcy, or liquidation of either party, the remaining party being the one not insolvent, bankrupt or liquidated, shall complete the Construction Contract without incurring liability of any kind to the other party of this Agreement for the profit earned after such date of insolvency, bankruptcy, or liquidation, and such earnings or accruals after such happening shall belong to the surviving party.

17. Assignment of Interest

Neither party may assign, pledge, transfer or hypothecate its interest in this Agreement or in any money belonging to or which may accrue to the Joint Venture in connection with the Construction Contract or any interest in the Joint Venture Account, or in any property, real or personal, loaned to or belonging to, or employed by the Joint Venture, except with the prior written consent of the other party.

18. Legal Counsel

The Management Committee may retain, as and when necessary, legal counsel to represent the Joint Venture to be mutually agreed upon in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance. Such legal counsel may also represent either party, and each of the parties hereby waives any conflicts of interest which may arise in connection with the joint representation by legal counsel of the Joint Venture and either of the parties hereto.

19. Commencement and Termination

- (a) This Joint Venture will commence on the date of this Agreement.
- (b) Except as otherwise provided herein, this Agreement shall remain in full force and effect until terminated by written agreement duly signed by all of the parties hereto, or until all of the purposes for which this Joint Venture has been undertaken have been accomplished and completed.

20. Technical Assistance of Each Party

Except as otherwise provided herein, each party shall make available for the Project such of its personnel, facilities, experience and records as may be reasonably necessary or desirable to the end that the Project may be promptly and successfully carried out.



21. Fiscal Year

The books of account of the Joint Venture shall be maintained on a fiscal year basis. The fiscal year shall begin on October 1 and end on September 30.

22. Notices

All notices required or permitted hereunder shall be in writing, signed by the party giving notice or an officer thereof and shall be deemed to have been given when delivered by personal delivery, by telegraph or telefax, by Federal Express or similar courier service or by deposit in the United States mail, registered or certified, with postage prepaid, addressed as follows:

If to Blinderman, at:

Blinderman Construction Company, Inc.

8501 West Higgins, Suite 320

Chicago, IL 60631

Attention: Steven Blinderman

If to Meccor, at:

Meccor Industries, Ltd.

3933 Oakton Street

Skokie, IL 60076

Attention: Jonathan Eng

Or such other address as any party may designate for himself or itself by notice given to the other parties from time to time in accordance with the provisions hereof.

23. Governing Law

This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the United States and the State of Illinois. Any dispute brought by either party of this Agreement against the other shall be filed with and be subject to the rules of the Construction Division of the American Arbitration Association and shall be filed and resolved in Cook County, Illinois.

24. Binding Agreement

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, as the case may be.

25. Merger

This Agreement, and the exhibits attached hereto and referenced herein, contain and embody the entire Agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force or effect; and this Agreement may not be modified or changed, in whole or in part, orally or in any other manner than by an agreement in writing duly signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed hereto by their duly-authorized officers on the day and year first above written.

"BLINDERMAN "

"MECCOR"

BLINDERMAN CONSTRUCTION COMPANY, INC.,  
An Illinois Corporation

MECCOR INDUSTRIES, LTD.  
An Illinois Corporation

By Steven Blinderman  
Name & Title  
Steven Blinderman, President

By Jonathan Eng  
Name & Title  
JONATHAN ENG, PRESIDENT

(SEAL)

(SEAL)

SUBSCRIBED AND SWORN TO before me by  
Steven Blinderman  
President (title) of Blinderman Construction  
Company, Inc., and Jonathan Eng, President,  
(title) of Meccor Industries, Ltd.

this 4 day of Sept, 2014.

(SEAL)

William J. Stradley 12/15/14  
Name, Notary Public

